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Harris Bank Winnetka, N.A. 520 Green Bay Road Winnetka, IL 60093

WHEN RECORDED MAIL TO:

Harris Bank/BLST

Attn: Collateral management

P.O. Box 2880

Chicago, IL 60690-2880



Doc#: 0413405087 Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 05/13/2004 10:29 AM Pg: 1 of 4

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

V Jados, Documentation Specialist Harris Bank\BLST 311 W. Monroe Street Chicago, IL 60606

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 15, 2004, is made and executed between Pembroke Avenue Limited Partnership, whose address is 2495 Pembroke Avenue, Hoffman Estates, IL 60195 (referred to below as "Grantor") and Harris Bank Winnetka, N.A., whose address is 520 Green Bay Road, Winnetka, IL 60093 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 15, 2001 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage and an Assignment of Rents recorded on July 31, 2001 as Document #0010691221 and Document #0010691222 in the Cook County Recorder's Office, as may be subsequently modified from time to time.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Cook County, State of Illinois:

LOT 18 IN THE BARRINGTON SQUARE INDUSTRIAL CENTER UNIT 2, BEING A SUBD'VISION OF PART OF FRACTIONAL SECTION 6, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE TURD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 17, 1971 AS DOCUMENT 21588415, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2495 Pembroke, Hoffman Estates, IL 60193. The Real Property tax identification number is 07-06-102-011-0000

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Notes dated April 15, 2004 in the original principal amounts of \$1,300,000.00, a Promissory Noted dated December 16, 2003 in the original principal amount of \$300,000.00 and a Promissory Noted dated April 15, 2004 in the original principal amount of \$625,000.00 to Lender bearing an interest rate of Lender's Prime variable together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the

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mortgage, exceed the amount of \$2,225,000.00. All other terms and conditions remain the same.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification, or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE
AND GRANTOR AGREES TO IT FERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 15, 2004.

**GRANTOR:..** 

PEMBROKE AVENUE LIMITED PARTNERSHIP

MOORHOUSE, INC., Partner of Pembroke Avenue Limited Partnership

Albert K. Moorhouse, President of Moorhouse, Inc.

LENDER:

Authorized Signer

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| PARTNERSHIP ACKNOWLEDGMENT   |  |
|--|--|
| STATE OF ILLINOIS  | )  |
| COUNTY OF  | ) SS<br>)  |
| the Modification to be the free and voluntary act and  | before me, the undersigned Notary besident of Moorhouse, Inc., and known to me to be a secuted the Modification of Mortgage and acknowledged deed of the partnership, by authority of statute or its nerein mentioned, and on oath stated that he or she is cuted the Modification on behalf of the partnership. |
| Notary Public in and for the State of  | "OFFICIAL SEAL" Susanne Puralewski Notary Public, State of Illinois My Commission Exp. 06/17/2006  |
| LENDER ACKN  | OWIZDGMENT   |
| STATE OF   LLINOIS   | ) SS C   |
| acknowledged said instrument to be the free and volunt the Lender through its board of directors or otherwise, boath stated that he or she is authorized to execute corporate seal of said Lender. | before me, and undersigned Notary and known to me to be the that executed the within and foregoing instrument and tary act and deed of the said Lender, only authorized by for the uses and purposes therein mentioned, and on this said instrument and that the seal affixed is the Residing at                 |
| Notary Public in and for the State of 101001   | Nesiding at  |
| My commission expires 6/17/06  | "OFFICIAL SEAL"  Susanne Puralewski  Notary Public, State of Illinois  Notary Public, State of Illinois  Commission Exp. 06/17/2006  |

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Loan No: 60209

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